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11 **UNITED STATES BANKRUPTCY COURT**
12 **DISTRICT OF NEVADA**

13 In re: CASE NO.: BK-N-17-50081-BTB
14 Chapter 13

15 PATRICIA G. OLSON,
16 Debtor.

17 **MOTION TO SELL ASSETS FREE AND**
18 **CLEAR OF LIENS PURSUANT TO 11 U.S.C.**
19 **§363**

20 Hearing Date:
21 Hearing Time:

22 _____/
23 Debtor, Patricia G. Olson, through her counsel of record, Tricia M. Darby, Esq., moves this court
24 for the entry of an order approving the sale of **949 Bal Bijou Road, South Lake Tahoe, CA 96150**
25 (“949 Bal Bijou Road”) and **3443 Lake Tahoe Blvd., South Lake Tahoe, CA. 96150** (“3443 Lake
26 Tahoe Blvd.”) to Mr. Robert J. Hassett for a total purchase price of **\$3,000,000.00**, subject to overbid at
27 the hearing on this motion, and for waiver of the 14-day stay on any order granting this motion (the
28 “Motion”). This Motion is made pursuant to 11 U.S.C. §363 and Fed. R. Bankr. P. 2002(a)(2) and
6004 and is supported by the declaration of Patricia G. Olson (the “Olson Declaration”) and the
following points and authorities. A proposed order approving the sale is attached hereto as Exhibit 1.

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POINTS AND AUTHORITIES

I. Summary of Proposed Sale

1. This Motion seeks an order approving the sale of 949 Bal Bijou Road and 3443 Lake Tahoe Blvd (collectively the “Subject Properties”) to **ROBERT J. HASSETT** (“Mr. Hassett”) pursuant to the terms of the Purchase Agreements attached to the Olson Declaration as Exhibits 1 and 2 (the “Purchase Agreements”) for cash in the total combined amount of **\$3,000,000.00**, or to any qualifying higher bidder at the hearing on this Motion.

2. The proposed sale is to be free and clear of all liens, claims and encumbrances, with the exception of certain tenant leases. Specifically, the sale shall be subject to all tenant leases, except the lease with Mr. Cody Bass. The sale shall be expressly free and clear of Mr. Bass’s lease agreement and any and all other interests in the Subject Properties claimed by Mr. Bass.

3. Any party interested in bidding on the purchase of the Subject Properties must pre-qualify for bidding by providing proof of available funds sufficient to complete the purchase of the Subject Property. In order to be a qualified bidder, **proof of funds shall be provided to Counsel for the Debtor by no later than 5-days before the hearing on this Motion.**

II. Procedural Background.

4. On January 30, 2017, Debtor filed a voluntary petition under Chapter 13 of the Bankruptcy Code (the “Petition Date”). Debtor owns and operates the Subject Properties.

III. Jurisdiction and Venue.

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1134. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). The basis for the relief sought herein is Section 363 of the Bankruptcy Code, Bankruptcy Rule 6004. Venue of the Debtor’s Chapter 13 case in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

IV. Factual Background.

6. The Debtor owns the Subject Properties, which have an approximate value between \$3,000,000.00 and \$3,500,000.00.

7. The Subject Properties consist of two separate, but adjacent/connected parcels.

8. 3443 Lake Tahoe Blvd is 17,545 sq/ft shopping center known as the Bijou Center. 3443

1 Lake Tahoe Blvd is encumbered by a deed of trust securing the claim of US Bank in the total amount of
2 approximately \$765,000.00.

3 9. 949 Bal Bijou Road is a 3,825 sq/ft single family home, which is used for commercial and
4 residential purposes. 949 Bal Bijou Road is encumbered by a deed of trust securing: and the claim of
5 Wells Fargo in the amount of \$85,000.00; the claim of the Kurtzman Family Trust in the total amount
6 of approximately \$45,000.00; and the secured claim of Robert Hassett in the amount of \$50,000.00.

7 10. Debtor owes real property taxes to the Eldorado County Treasurer in the amount of
8 approximately \$53,273.11, which are related to the Subject Properties.

9 11. In addition, both 3443 Lake Tahoe Blvd and 949 Bal Bijou Road are encumbered by a
10 Federal Income Tax lien in favor of the IRS in the amount of \$41,485.96. Debtor also owes the IRS an
11 unsecured priority claim in the amount of \$22,803.98.

12 12. Debtor owes unsecured claims totaling approximately \$83,763.12, which consist of:

13	IRS - Priority Claim (POC 4-1)	\$22,803.98
14	Mariott Hospitality Corp. (POC 2-1)	\$2,171.60
15	Michael Millward (POC 6-1)	\$15,571.54
16	CBE Group	\$757.00
17	Chase Card	\$27,652.00
18	Chase Card	\$14,711.00
19	Credit Collections	\$96.00
20	Franklin Collection Service	\$129.72
21	Renown	\$1,010.55
22	Rowe Hales Yturbide, LLP	\$1,920
23	US Bank	\$75,462.66
24	Weltman, Weinbert & Reis	\$32,974.86

25 13. Debtor projects administrative expenses, consisting of attorney's fees and costs, in this
26 case totaling between \$25,000.00 and \$30,000.00.

27 14. On November 23, 2016, Debtor entered into a purchase agreement with Robert J. Hassett
28 to sell Mr. Hassett 949 Bal Bijou Road for a purchase price of \$650,000.00, with escrow to close within
60-days of entry of this Court's order approving the sale. A copy of the 949 Bal Bijou Road purchase
agreement is attached to the Declaration of Patricia G. Olson as Exhibit 1. The sale of 3343 Lake
Tahoe Blvd to Mr. Hassett is subject to the following conditions:

a. The marijuana dispensary tenant (Cody Bass) operating in the Bijou Center shall have

his lease rejected or terminated by order of this Court, and the Seller will have commenced eviction proceedings; and

- b. The purchase agreement for the Bijou Center with Cody Bass be rejected, terminated or voided by order of this Court.

15. On March 8, 2017, Robert J. Hassett submitted to Debtor a written purchase offer of \$2,350,000.00 for 3443 Lake Tahoe Blvd. A copy of the 3443 Lake Tahoe Blvd purchase agreement is attached to the Olson Declaration as Exhibit 2. The sale of 3343 Lake Tahoe Blvd to Mr. Hassett is subject to the following conditions:

- a. The marijuana dispensary tenant (Cody Bass) operating in the Bijou Center shall have his lease rejected or terminated by order of this Court, and the Seller will have commenced eviction proceedings;
- b. The purchase agreement for the Bijou center with Cody Bass be rejected, terminated or voided by order of this Court; and
- c. Buyer may terminate agreement within 30-days if estimated repair costs on the Bijou Center exceed \$400,000.

16. Debtor has accepted Mr. Hassett's offers and seeks approval to sell the Subject Properties to Mr. Hassett, subject to overbid at the hearing on this Motion.

17. Debtor propose that the \$3,000,000 in sales proceeds to be disbursed as follows:

Estimated Balance of US Bank Lien:	\$ 765,000
Estimated Balance of Wells Fargo Lien:	\$ 85,000
Estimated Balance of Kurtzman Lien:	\$ 45,000
Estimated Balance of Hassett Lien:	\$ 50,000
Estimated Balance of IRS Lien:	\$ 43,000
Estimated Balance of Property Taxes:	\$ 55,000
Estimated Payment to Chapter 13 Trustee: ¹	\$ 126,500
Estimated Costs of Sale (at 5%):	\$ 15,000
Total Disbursements from Escrow:	\$1,169,500
<i>Estimated Net Proceeds to Debtor:</i>	<u>\$1,830,500</u>

¹ The amount paid to the Chapter 13 trustee will pay the following claims in full: (1) all unsecured claims in allowed bankruptcy case estimated at \$85,000; (2) allowed attorneys fees and costs in the bankruptcy case estimated at \$30,000; and (3) Chapter 13 trustee's fees estimated at \$12,500.

1 **II. Legal Authority and Argument.**

2 18. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a
3 hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.”
4 Courts have uniformly held that approval of a proposed sale of a debtor’s assets outside the ordinary
5 course of business and prior to the confirmation of a plan of reorganization is appropriate if a court
6 finds that sound business reasons justify the transaction. See In re Lionel Corp., 722 F.2d 1063-1069-
7 71 (2d Cir. 1983); In re Walter, 83 B.R. 14, 19-20 (B.A.P. 9th Cir. 1988); see also Fulton State Bank v.
8 Schipper, 933 F.2d 513, 515 (7th Cir. 1991) (stating “[u]nder Section 363, the debtor in possession can
9 sell property of the estate outside the ordinary course of business if he has an articulated business
10 justification.”); Stephens Indus. Inc. v. McClung, 789 F.2d 386, 389-90 (6th Cir. 1986) (stating “a
11 bankruptcy court can authorize a sale of all a debtor’s assets under §363(b)(1) when a sound business
12 purpose dictates such action”); In re Phoenix Steel Corp., 82 B.R. 334, 335-36 (Bankr. D. Del. 1987)
13 (finding elements necessary for approval of a section 363 sale in a chapter 11 case are “that the
14 proposed sale is fair and equitable, that there is a good business reason for completing the sale and the
15 transaction is in good faith”).

16 19. Once the Debtor articulates a valid business justification, a presumption arises that “in
17 making a business decision the directors of a corporation acted on an informed basis, in good faith and
18 in the honest belief that the action was in the best interests of the company.” In re. Integrated
19 Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992). The Debtor’s business judgment “should be
20 approved by the court unless it is shown to be so manifestly unreasonable that it could not be based
21 upon sound business judgment, but only on bad faith, or whim or caprice.” In re Aeravox, Inc., 269
22 B.R. 74, 80 (Bankr. D. Mass. 2001).

23 20. Here, the Debtor seeks to sell the Subject Properties for \$3,000,000. Based upon Debtor’s
24 prior marketing, this purchase price is consistent with the estimated fair market value of the assets
25 being sold. The proposed sale to Mr. Hassett will maximize the value of the Debtor’s assets and pay all
26 creditors in this case in full, including administrative, secured, priority unsecured and general
27 unsecured claims. Debtor seeks approval of this sale in good faith and is only party with a real interest
28 in any sale price in excess of the estimated \$1,200,000 in claim in this case. Based upon the foregoing,

1 the Debtor believes the sale of the Subject Properties is fair, equitable and a sound business decision.
2 Debtor further believes the sale is in the best interests of the creditors and the estate and that the estate
3 would be prejudiced if the Debtor does not sell the Subject Properties to Mr. Hassett.

4 21. The Debtor proposes to sell the Subject Properties free and clear of all liens, claims, and
5 encumbrances pursuant to Section 363(f). This sale qualifies for the protection of Section 363(f)
6 because the all properly recorded liens against the Subject Properties will be paid in full out of the
7 proceeds of the proposed sale. The Debtor also specifically seeks to sell the Subject Properties free and
8 clear of any claim of Cody Bass. No other party has an enforceable secured claim against the Subject
9 Properties under 11 U.S.C. §506.

10 22. Section 363(m) provides protection to Mr. Hassett and the Subject Properties from a later
11 appeal seeking to unwind the sale. The certainty of the sale of clear title is essential to Mr. Hassett.

12 23. The sale qualifies for the Section 363(m) protections, as per the Ninth Circuit Bankruptcy
13 Appellate Panel standards set forth in In re PW, LLC, 391 B.R. 25, at 35-37 (B.A.P. 9th Cir. 2008). Mr.
14 Hassett is a good faith purchaser with respect to the Subject Properties, as that term is used in section
15 363(m) of the Bankruptcy Code. The sale to Mr. Hassett was negotiated, proposed and entered into by
16 the parties in good faith, from arm's length bargaining positions and without collusion, and Mr. Hassett
17 therefore is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the
18 Subject Properties. Neither Debtor, nor Mr. Hassett, have engaged in any conduct that would cause or
19 permit the sale to be voided under section 363(n) of the Bankruptcy Code.

20 24. A valid business purpose exists for approval of the transactions contemplated by the
21 Motion pursuant to sections 105, 363(b), (f), and (m) of the Bankruptcy Code. With Court approval, the
22 Debtor may sell, transfer and assign its assets free and clear of all liens, claims, interests and/or
23 encumbrances in accordance with sections 105 and 363 of the Bankruptcy Code. As a condition to
24 purchasing the Subject Properties, Mr. Hassett requires that (a) the Subject Properties be sold free and
25 clear of all liens, claims, encumbrances, options, rights of first refusal and other interests; and (b) the
26 Mr. Hassett shall have no liability whatsoever for any obligations of or claims (including without
27 limitation as defined in section 101(5) of the Bankruptcy Code) against Mr. Hassett.

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Exhibit 1
PROPOSED ORDER

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EXHIBIT 1
PROPOSED ORDER

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Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:

CASE NO.: BK-N-17-50081-BTB
Chapter 13

PATRICIA G. OLSON,

Debtor.

**ORDER GRANTING MOTION TO SELL
ASSETS FREE AND CLEAR OF LIENS
PURSUANT TO 11 U.S.C. §363**

Hearing Date:
Hearing Time:

Upon the *Motion To Sell Assets Free and Clear of Liens Pursuant To 11 U.S.C. §363*, filed March 30, 2017 (the "Motion") by Debtor Patricia G. Olson (the "Debtor"), in which Debtor seeks an order under 11 U.S.C. §363 and Fed. R. Bankr. P. 2002, 6004 and 9014 approving the sale of certain of the Debtor's assets free and clear of liens, claims, and encumbrances to Robert J. Hassett ("Mr. Hassett"); and the Motion having come before this Court on a duly noticed hearing, and having considered all objections and arguments for and against the Motion, and good cause appearing; and finding:

1. Debtor's Motion seeks an order approving the sale of certain assets owned by the Debtor

1 to Mr. Hassett, pursuant to the terms of the Purchase Agreements attached to the Declaration of Patricia
2 G. Olson as Exhibits 1 and 2, free and clear of all liens, claims and encumbrances, for cash in the
3 amount of **\$3,000,000.00**, to be paid within sixty (60) days from date of the entry of this order. The
4 assets being sold to Mr. Hassett are identified in detail in the Purchase Agreement and include **949 Bal**
5 **Bijou Road, South Lake Tahoe, CA 96150** ("949 Bal Bijou Road") and **3443 Lake Tahoe Blvd.,**
6 **South Lake Tahoe, CA. 96150** ("3443 Lake Tahoe Blvd.").

7 2. Mr. Hassett is not an insider of the Debtor or otherwise related or affiliated with the
8 Debtor in any way.

9 3. Mr. Hassett is acquiring the Subject Properties "as is", without warranties or
10 representations, except as provided in the Purchase Agreement.

11 4. The sale of Subject Properties to Mr. Hassett is free and clear of any lien, claim or
12 encumbrance pursuant to 11 U.S.C. §363(f).

13 5. A reasonable opportunity to object or be heard regarding the relief requested in the Motion
14 has been afforded to all interested persons and entities.

15 6. The Debtor is the sole and lawful owner of Subject Properties to be sold to Mr. Hassett.

16 7. No qualifying or competing bids were submitted.

17 8. The offer of Mr. Hassett to purchase the Subject Properties is the highest and best offer
18 received by the Debtor. The purchase price to be paid by Mr. Hassett is fair and reasonable market
19 value for the Subject Properties.

20 9. Mr. Hassett is a good faith purchaser with respect to Subject Properties, within the
21 meaning of section 363(m) of the Bankruptcy Code. The sale to Mr. Hassett was negotiated, proposed
22 and entered into by the parties in good faith, from arm's length bargaining positions and without
23 collusion, and Mr. Hassett therefore is entitled to the protections of section 363(m) of the Bankruptcy
24 Code with respect to the assets. Neither the Debtor nor Mr. Hassett have engaged in any conduct that
25 would cause or permit the sale to be voided under Section 363(n) of the Bankruptcy Code.

26 10. Mr. Hassett shall not assume or become liable for any pre-petition liens, claims, interests
27 and/or encumbrances relating to Subject Properties by the Debtor. Any valid and enforceable liens,
28 claims, interests and/or encumbrances shall attach to the proceeds of the sale with the same priority,

1 validity, and enforceability as they had immediately before the closing of the sale.

2 11. The Debtor has articulated sound business reasons for selling the Subject Properties as set
3 forth in the Motion, and it is a reasonable exercise of the Debtor's business judgment to execute, deliver
4 and consummate the sale with Mr. Hassett and consummate the transactions contemplated by the
5 Motion and as set forth in this Order.

6 12. The terms and conditions of the sale, including the total consideration to be realized by the
7 Debtor, are fair and reasonable, and the transactions contemplated by the Motion, as approved by this
8 Order, are in the best interests of the Debtor, its creditors and the estate.

9 13. A valid business purpose exists for approval of the transactions contemplated by the
10 Motion pursuant to sections 105, 363(b), (f), and (m) of the Bankruptcy Code. The Debtor may sell,
11 transfer and assign Subject Properties free and clear of all liens, claims, interests and/or encumbrances
12 in accordance with sections 105 and 363 of the Bankruptcy Code. The transfer of the Subject
13 Properties to Mr. Hassett is expressly and specifically free and clear of any lien, claim, interest or
14 encumbrance asserted by Cody Bass or any of his affiliates or affiliated entities.

15 14. The transfer of Subject Properties to Mr. Hassett is or will be a legal, valid and effective
16 transfer of Subject Properties, and will vest Mr. Hassett with all right, title and interest in and to Subject
17 Properties, free and clear of all liens, claims, interests and/or encumbrances.

18 15. The requirements of sections 363(b) and 363(f) of the Bankruptcy Code and any other
19 applicable law relating to the sale of Subject Properties have been satisfied.

20 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

21 **A. SALE OF ASSETS APPROVED; TRANSACTIONS AUTHORIZED.**

22 16. The Motion is GRANTED.

23 17. All objections to the Motion or the relief requested therein that have not been withdrawn,
24 waived, or settled, and all reservations of rights included in such objections, are overruled on the merits
25 and denied.

26 18. The Motion, the underlying purchase agreements and the transactions contemplated
27 thereby are approved pursuant to Section 363(b) and (f) as modified by this Order, and the Debtor is
28 hereby authorized and empowered to perform their obligations under the Purchase Agreement and to

act as necessary to effectuate the sale without further corporate authorization or Order of this Court.

B. TRANSFER OF THE ASSETS TO MR. HASSETT.

19. The transfer of Subject Properties to Mr. Hassett constitutes a legal, valid and effective transfer and shall vest Mr. Hassett with all right, title and interest of the Debtor in and to Subject Properties free and clear of all claims, liens and encumbrances.

20. The following claims shall be paid directly out of escrow from the proceeds of sale:

Estimated Payoff of US Bank Lien:	\$ 765,000
Estimated Payoff of Wells Fargo Lien:	\$ 85,000
Estimated Payoff of Kurtzman Lien:	\$ 45,000
Estimated Payoff of Hassett Lien:	\$ 50,000
Estimated Payoff of IRS Lien:	\$ 43,000
Estimated Payoff of Property Taxes:	\$ 55,000
Payment to Chapter 13 Trustee William Van Meter:	\$ 126,500
<u>Estimated Costs of Sale (at 5%):</u>	<u>\$ 15,000</u>
Estimated Total Disbursements from Escrow:	\$1,169,500

21. All remaining sales proceeds, estimated to total \$1,830,500, shall be paid directly from the proceeds of sale to Patricia G. Olson.

22. This Order shall be binding upon, and shall inure to the benefit of, the Debtor and Mr. Hassett and their respective successors and assigns, including, without limitation, any trustee appointed in a chapter 7 case if the Debtor's case is converted from chapter 13.

23. The provisions of this Order authorizing the sale of Subject Properties free and clear of liens, claims and encumbrances (with such liens, claims and encumbrances to attach to the proceeds of the sale of the Assets as provided in this Order) shall be self-executing, and neither the Debtor, Mr. Hassett nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale; provided, however, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under this Order. Without in any way limiting the foregoing, Mr. Hassett is empowered to execute and file releases, termination statements, assignments, consents, cancellations or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale.

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2 **C. GOOD FAITH PURCHASE.**

3 23. The purchase of Subject Properties by Mr. Hassett is a purchase in good faith for fair
4 value within the meaning of section 363(m) of the Bankruptcy Code, and Mr. Hassett is entitled to all
5 of the protections afforded good faith purchasers by section 363(m) of the Bankruptcy Code.

6 24. The sale approved by this Order is not subject to avoidance pursuant to section 363(n) of
7 the Bankruptcy Code.

8 25. The sale approved by this order shall be free and clear of all liens, claims and
9 encumbrances, with the exception of certain tenant leases. Specifically, the sale shall be subject to all
10 tenant leases, except the lease with Mr. Cody Bass. The sale shall be expressly free and clear of Mr.
11 Bass's lease agreement and any and all other interests in the Subject Properties asserted by Mr. Bass.

12 26. Following the closing date, except for persons entitled to enforce assumed liabilities and
13 permitted liens, all persons (including, but not limited to, the Debtor and/or their respective successors
14 (including any trustee), creditors, investors, current and former employees and shareholders,
15 administrative agencies, governmental units, secretaries of state, federal, state, and local officials,
16 including those maintaining any authority relating to any environmental, health and safety laws, and the
17 successors and assigns of each of the foregoing) holding interests in the Subject Properties or against
18 the Debtor in respect of Subject Properties of any kind or nature whatsoever shall be, and hereby are,
19 forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing
20 any Interests of any kind or nature whatsoever against Mr. Hassett or any affiliate of Mr. Hassett or any
21 of their respective property successors and assigns, or Subject Properties, as an alleged successor or on
22 any other grounds, it being understood that nothing herein shall affect assets of the Debtor that are not
23 Subject Properties.

24 27. No Person shall assert, and Mr. Hassett and Subject Properties shall not be subject to, any
25 defaults, breaches, counterclaims, offsets, defenses (whether contractual or otherwise, including,
26 without limitation, any right of recoupment), liabilities, claims and interests, or basis of any kind or
27 nature whatsoever to delay, defer, or impair any right of Mr. Hassett or the Debtor, or any obligation of
28 any other party, under or with respect to, Subject Properties, with respect to any act or omission that

1 occurred prior to the closing or with respect to any other agreement or any obligation of Debtor that is
2 not an expressly assumed liability.

3 28. Following the closing of the sale to Mr. Hassett, no holder of any Interest shall interfere
4 with Mr. Hassett's title to, or use and enjoyment of, Subject Properties based on, or related to, any such
5 interest, or based on any actions the Debtor may take in her Chapter 13 Case.

6 **D. ADDITIONAL DECREES.**

7 29. The recitals and findings of facts set forth above are hereby incorporated as a part of this
8 Order.

9 30. As provided by Fed. R. Bankr. P. 6004(h), 6006(d) and 7062, this Order shall be effective
10 and enforceable immediately upon entry. Notwithstanding Bankruptcy Rules 6004(h), the Court
11 expressly finds that there is no just reason for delay in the implementation of this Order and expressly
12 directs entry of judgment as set forth herein.

13 31. The provisions of this Order are nonseverable and mutually dependent.

14 32. Nothing contained in any plan confirmed in this case or the order of confirmation
15 confirming any such plan shall conflict with or derogate from the terms of this Order.

16 33. This Order shall be binding upon and inure to the benefit of the Debtor, Mr. Hassett and
17 each of their respective former, present, and future assigns, predecessors, successors, affiliates, parent
18 companies, subsidiaries, controlled companies, employees, officers, directors, shareholders, principals,
19 members or agents, whether a signatory hereto or not, including, but not limited to, any subsequently
20 appointed trustee (including without limitation a chapter 7 trustee).

21 34. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order and
22 the Motion and to resolve any dispute concerning this Order, the Motion, or the rights and duties of the
23 parties hereunder or thereunder or any issues relating to the Motion and this Order, including, but not
24 limited to, interpretation of the terms, conditions and provisions thereof, and the status, nature and
25 extent of the Assets, and all issues and disputes arising in connection with the relief authorized herein,
26 inclusive of those concerning the transfer of the Subject Properties free and clear of all liens,
27 encumbrances, security interests and claims of any kinds and nature whatsoever.

28 35. The division of this Order into sections or other subdivisions and the insertion of headings

1 are for convenience of reference only and shall not affect or be utilized in construing or interpreting this
2 Order.

3 36. Entry of this Order is in the best interests of the Debtor, the Debtor's estate, its creditors,
4 and other parties in interest.

5 IT IS SO ORDERED.

6 SUBMITTED BY :

7 DARBY LAW PRACTICE, LTD.

8 /s/ *Tricia M. Darby*

9 By: _____

10 TRICIA M. DARBY, ESQ.

11 4777 Caughlin Parkway

12 Reno, Nevada 89519

13 Attorney for Debtor

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